

RH *Great Brit. - Geo. 40*

[ 1 ]



*2586.6*  
*30*

A N  
A C T *C:40*  
F O R

*Vesting Part of the settled Estate of Frederick Viscount Bolingbroke, in the County of Kent, in Trustees, to be sold, and for settling an Estate in the County of Surry of greater Value in lieu thereof; and for empowering him to sell other Part of the said Kentish Estate for the Purposes therein mentioned.*



Whereas by Indentures of Lease and Release, bearing Date respectively the Twenty-first and Twenty-second Days of *June* One thousand Seven hundred and Thirty-nine, the Release being Tripartite, and made, or mentioned to be made, between the Honourable *John St. John*, of the Parish of *Saint George Hanover Square*, in the County of *Middlesex*, Esquire, Second Son of the Right Honourable *Henry Lord Viscount St. John*, and *Ann St. John*, Wife of the said *John St. John*, and One of the Three Daughters and Coheirs of *Sir Robert Furness*, late of *Waldenbare*, in the County of *Kent*, Baronet, deceased, of the First Part; the Honourable *Roger Townshend*, of the Parish of *Saint James Westminster*, in the County of *Middlesex*, Esquire, and *Henry Furness*, of the Parish of *Saint George Hanover Square*, in the said County of *Middlesex*, Esquire, of the Second Part; and *Robert Knight the younger*, of the Parish of *Saint James Westminster* afore-

A

said

1 after

said, Esquire, and *Hutton Perkins*, of *Lincoln's Inn*, in the said County of *Middlesex*, Esquire, of the Third Part, reciting therein, That the said *Ann St. John*, or the said *John St. John* her Husband, in her Right, was seised of or intitled to the Manors, Lands, Tenements, and Hereditaments, therein after granted and released, in Fee-simple, subject, nevertheless, to the Mortgages or Securities therein after mentioned, it is witnessed, That in Consideration of a Marriage thentofore had and solemnized between the said *John St. John* and *Ann* his Wife, and for settling, limiting, and assuring, the Inheritance and Equity of Redemption of the Manors, Farms, Lands, Tenements, and Hereditaments, therein after mentioned to be granted and released, being the Estate of the said *Ann St. John*, to the several Uses therein after mentioned, and for other Considerations in the said Indenture of Release expressed, they the said *John St. John* and *Ann* his Wife did grant, bargain, sell, and release, unto the said *Roger Townshend* and *Henry Furness*, and their Heirs, together with other Farms, Lands, and Hereditaments, therein mentioned and described, being also the Estate of the said *Ann Viscountess St. John*, all that Farm called *Wallend Farm*, together with a Messuage, Barn, Stable, or Pod Warehouse, a large Yard, and Two Pieces of Upland adjoining, and all other Lands thereunto belonging, or therewith held, in the Parish of *Minster*, in the Isle of *Sheppey*, in the said County of *Kent*, and then or then late in the Occupation of *William Dobson*, or his Assigns, at the yearly Rent of Sixty Pounds; and also all that the Manor of *Whitstable*, in the said County of *Kent*; and also all Courts, Courts Leet, Courts Baron, Perquisites and Profits of Courts, to the same belonging, or in any-wise appertaining; and also all those Quit-rents payable yearly to the said Manor, by several Persons, amounting in all to Thirteen Pounds Eighteen Shillings per Annum; and also all that the Fishery of *Whitstable*, being a Royalty of Fishery, or Oyster Drudging, within the said Manor, computed to be of the yearly Value of Twenty-three Pounds Four Shillings, or thereabouts; and also all that Messuage, Tenement, or Farm-house, called by the Name of *Saint Ann's Farm*, together with One Barn, One Pod Warehouse, One Stable, and Lodges and Yard, together with One hundred and Seventy Acres One Rood and Twenty-six Perches of Arable, Pasture, and Marsh Lands, in the Parish of *Whitstable*, in the said County of *Kent*, then or then late in the Occupation of *Jacob Triveldin*, at and under the yearly Rent of Forty-five Pounds; and also all that Capital Messuage or Manor House and Farm, called by the Name of *Court Lees*, together with a Barn, Stable, Pod Warehouse, and One hundred and Eighty-six Acres Three Roods and Thirty-nine Perches of Arable and Pasture Land, in the Parishes of *Whitstable* and *Hernehill*, in the said County of *Kent*, then or then late in the Occupation of *Jacob Whittii*, at and under the yearly Rent of Forty-five Pounds; and also all that the Manor or Lordship of *Ellenden*, with the Rights, Members, and Appurtenances thereof, lying and being in the Parishes of *Hernehill*, *Sea-Salter*, and *Whitstable*, some or One of them, in the said County of *Kent*; and also all that Farm called *Ellenden Farm*, consisting of a Manor House, One Barn, One Stable, a Cart Lodge and Waggon Lodge, and One hundred and Twenty Acres of Land, Arable and Pasture, and Ruffsits, all Tythe-free, then or then late in the Occupation of *John Fox*, at and under the yearly Rent of Thirty Pounds; and also all that Wood and Wood-land called *Ellenden Wood*, containing Seventy Acres, Tythe-free, in the Parishes of *Whitstable* and *Sea-Salter* aforesaid, or One of them, and computed to be of the yearly Value of Thirty-two Pounds; and also all that Wood called *Hempfall Wood*, in the Parish of *Blean*, in the said County of *Kent*, containing Thirty-three Acres, and all that Wood called *Mawbush Wood*, in the Parish of *Whitstable* aforesaid, containing Thirteen Acres, the Scite, Wood, and Timber, of which said Two last-mentioned Woods are computed to be of the yearly Value

of

of Twelve Pounds; and also all that Wood and Wood-land called *Grimgill Wood*, in the Parishes of *Cosmus* and *Damian on the Blean*, in the said County of *Kent*, containing Seventy Acres, the Scite, Wood, and Timber, of which said last mentioned Wood and Wood-land is computed to be of the yearly Value of Sixteen Pounds; and also all those Two Third-parts, the whole into Three equal Parts being divided, of all that Field of Land called *The Woodlands*, being Arable and Saint-foin, containing Twenty-eight Acres, in the Parish of *Northborne*, in the said County of *Kent*, adjoining to *Napchester Farm* and to *Headley Wood*, and formerly in the Occupation of *John Stuppell*, and then or then late of *John Mackney*, at and under the yearly Rent of Ten Pounds; and also all that Piece or Parcel of Arable Land in *Malmaine's Field*, containing Three Acres, in the Parish of *Waldershare*, in the said County of *Kent*, then or then late in the Occupation of *William Kingsfold*, at and under the yearly Rent of One Pound Ten Shillings, together with all and singular Messuages, Houses, Outhouses, Buildings, Dove-houses, Barns, Stables, Mills, Tofts, Yards, Orchards, Gardens, Lands, Tenements, Meadows, Leasows, Pastures, Feedings, Closes, Inclosures, Woods, Underwoods, Trees, Farms, Grainges, Tythes, Rents, and Services, of Tenants and Farmers, Quit-rents, Free-rents, Rents of Assize, Ways, Paths, Passages, Waters, Streams, Fishings, Fishing-places, Watercourses, Ponds, Pools, Moats, Warrens, Wastes, waste Grounds, Commons, Furzes, Heaths, Moors, Marshes, Courts, Courts-Leet, Courts-Baron, Views of Frankpledge, Perquisites and Profits of Courts and Leets, Homages, Fealties, Reliefs, Heriots, Escheats, Fines, Issues, Amerciaments, Goods and Chattels of Felons and Fugitives, and of Persons attainted and put in Exigent, Deodands, Waifs, and Estrays, Treasure Trove, Fines, Forfeitures, Mines, Quarries, and all other Royalties, Franchises, Liberties, Rights, Jurisdictions, Privileges, Immunities, Profits, Commodities, Emoluments, Advantages, and Hereditaments whatsoever, to the said several Manors, Lordships, Messuages, Lands, Tenements, and Premises, and every or any of them, then or theretofore demised, used, occupied, or enjoyed, or accepted, reputed, taken, or known, as Part, Parcel, or Member thereof; or of any Part or Parcel thereof; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits, of all and singular the same Premises, to hold unto the said *Roger Townshend* and *Henry Furness*; and their Heirs, to the several Uses therein after mentioned; that is to say, To the Use of the said *John St. John* and his Assigns, during his Life, without Impeachment of Waste, Remainder to the Use of the said *Roger Townshend* and *Henry Furness*, and their Heirs, during the Life of the said *John St. John*, in Trust to preserve the contingent Remainders; and immediately after the Decease of the said *John St. John*, to the Use of the said *Ann St. John*, and her Assigns, during her Life, without Impeachment of Waste with Remainder to the said *Roger Townshend* and *Henry Furness*, and their Heirs, in Trust to preserve the contingent Remainders; and from and after the Decease of the Survivor of them the said *John St. John* and *Ann St. John*, to the Use of the said *Robert Knight* and *Hutton Perkins*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, upon Trust, by the Ways and Means therein mentioned, to raise and levy such Sum or Sums of Money, not exceeding Six thousand Pounds, to be paid, applied, and disposed of unto such Person and Persons, and for such Uses, Intents, and Purposes, as the said *John St. John*, and *Ann* his Wife, during their joint Lives, or the said *Ann* alone, in case she should survive her said Husband, by any Deed or Deeds, Writing or Writings, to be executed as therein is mentioned, should direct and appoint; and from and after the End,

Expiration,

outlawed

Expiration, or other sooner Determination of the said Term of Five hundred Years, to the Use of *Frederick St. John*, now the Right Honourable *Frederick Viscount Bellingbroke*, by the Name and Description of *Frederick St. John*, eldest Son of the said *John St. John* by the said *Ann St. John*, for his Life, without Impeachment of Waste; and after the Determination of that Estate, to the Use of the said Trustees, and their Heirs, during the Life of the said *Frederick St. John*, in Trust, to preserve the contingent Remainders; and after the Decease of the said *Frederick St. John*, to the Use of the First and every other Son and Sons of his Body lawfully to be begotten, successively in Tail Male, Remainder to the Use of *Henry St. John*, Second Son of the said *John St. John* by the said *Ann St. John*, during his Life, without Impeachment of Waste, with Limitations to Trustees and their Heirs, in Trust, to preserve the contingent Remainders; and after the Decease of the said *Henry St. John* to the Use of his First and every other Son lawfully to be begotten, successively in Tail Male, Remainder to the Use of the Third, Fourth, Fifth, Sixth, and all and every other Son and Sons of the Body of the said *John St. John*, on the Body of the said *Ann St. John* his Wife begotten or to be begotten, and thereafter to be born, successively in Tail Male, Remainder to the Use of the said *Ann St. John*, and the Heirs Male of her Body, and for Default of such Issue, to the Use of the said *Ann St. John*, her Heirs and Assigns for ever; in which said Indenture Tripartite is contained a Power for the said *John St. John*, and *Ann* his Wife, and the said *Frederick St. John* and *Henry St. John* their Sons, when and as they should respectively be in Possession of the said Manors, Messuages, Lands, Tenements, Hereditaments, and Premises, by virtue of the Limitations aforesaid, to make Leases of all or any Part of the same Premises, for any Term or Number of Years, not exceeding Twenty-one Years, without taking any Fine, Premium, or Foregift: And after reciting, That by Indenture bearing even Date therewith, and made, or mentioned to be made, between the said *John St. John* and *Ann* his Wife of the One Part; and *Jones Raymond*, of London, Esquire, of the other Part; they the said *John St. John* and *Ann* his Wife, in Consideration of the Sum of Four thousand Pounds, therein mentioned to be paid to the said *John St. John* by the said *Jones Raymond*, did bargain, sell, and demise, unto the said *Jones Raymond*, his Executors, Administrators, and Assigns (amongst other Lands and Hereditaments therein mentioned and described), the said Manor of *Whitstable*, with the Appurtenances; and the said Quit-rents yearly payable to the said Manor; and the said Fishery of *Whitstable*; and the said Capital Messuage, or Manor-house and Farm, called *Court Lees*, with the Lands and Hereditaments thereunto belonging; and the said Manor of *Ellenden*, with the Rights, Members, and Appurtenances thereof; and the said Farm called *Ellenden Farm*, with the Lands and Hereditaments thereunto belonging; and the said Woods or Wood-lands called *Ellenden Wood*, *Hempfall Wood*, *Manobush Wood*, and *Grimgill Wood*, with their and every of their Appurtenances, to hold unto the said *Jones Raymond*, his Executors, Administrators, and Assigns, for the Term of One thousand Years, without Impeachment of Waste, subject, nevertheless, to a Proviso or Condition, therein contained, for Redemption of the said last-mentioned Premises, upon Payment to the said *Jones Raymond*, his Executors, Administrators, and Assigns, of the said Sum of Four thousand Pounds, and Interest for the same, at the Days and Times, and in Manner, therein mentioned: And reciting also, by the said Settlement or Indenture Tripartite, That the said *John St. John*, and *Ann* his Wife, did, in *Easter Term* then last past, acknowledge and levy a Fine, *sur Conuissance de Droit come ceo*, of all the said Manors and Premises, therein before mentioned to be thereby granted and released, by the Names and Descriptions therein mentioned,

unto

unto the said *Roger Townshend* and *Henry Furnese*, and the Heirs of the said *Roger Townshend*, it is further witnessed by the said Settlement, or Indenture Tnpartite, and thereby agreed and declared, That the said Fine so acknowledged and levied as aforesaid, should be and enure as to the said Manors, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, therein before mentioned to have been granted and demised to the said *Jones Raymond* for the said Term of One thousand Years, by way of Mortgage as aforesaid, in the First place for corroborating and confirming the said Term, and for the better securing the Payment of the said Sum of Four thousand Pounds, and Interest, to the said *Jones Raymond*, his Executors, Administrators, and Assigns, at the Times, and in Manner, therein before mentioned; and after the Determination of the said Term of One thousand Years, and subject thereto, to, for, upon, and subject to, the several Uses, Estates, Powers, Provisoos, and Limitations, thereby limited, provided, and declared, of and concerning the same Premises, previously to the Declaration of the Use of the said Fine so levied as aforesaid:

And whereas by Indenture bearing Date the Twenty-fourth Day of May One thousand Seven hundred and Forty-six, and made, or mentioned to be made, between the said *John St. John*, then Lord Viscount *St. John*, and the said *Ann St. John*, then *Ann* Viscountess *St. John*, of the one Part; and the said *Henry Furnese* and *Robert Knight*, of the other Part; the undivided Third Part of the said Field called the *Woodlands*, in the Parish of *Northbourne*, and of the said Piece or Parcel of arable Land in *Malmaines Field*, in the Parish of *Waldersbare* aforesaid, whereof the Two undivided Third Parts were granted and conveyed in and by the said first recited Settlement as aforesaid, with their Appurtenances, were settled, limited, and assured, to the Use of the said *John* late Viscount *St. John*, for his Life; and, after his Death, to the Use of the said *Ann* late Viscountess *St. John*, for her Life; and, after the Death of the Survivor of them, to and for such Uses, Intents, and Purposes, as are limited of the said Two undivided Third Parts, in and by the same Settlement to take effect after the Death of such Survivor:

And whereas the said *John* late Viscount *St. John* and *Ann* Viscountess *St. John* are both dead, and left Issue between them the said *Frederick*, now Viscount *Bolingbroke*, their eldest Son, *Henry St. John* their Second Son, and *John St. John* their youngest Son, who was born since the said Settlement, and is now under the Age of Sixteen Years; and the said Manors, Lands, and Premises, comprised in the said recited Settlement, do, by virtue of and under the Limitations of the said Settlement, now stand settled upon, and vested in, the said *Frederick* Viscount *Bolingbroke*, for his Life, without Impeachment of Waste, with Remainder to Trustees during his Life, for preserving the contingent Remainders; Remainder to his First and every other Son successively, in Tail Male; Remainder to the said *Henry St. John*, his Brother, for Life, with the like Provision for preserving the contingent Remainders; Remainder to his First and every other Son successively, in Tail Male; Remainder to the said *John St. John*, his youngest Brother, as Tenant in Tail Male; with Remainder to the said *Frederick* Viscount *Bolingbroke*, in Tail Male, as Heir Male of the Body of the said *Ann* Lady Viscountess *St. John*, his Mother, with the Remainder or Reversion to himself in Fee-simple, as right Heir of his said Mother:

And whereas the said *Frederick* Viscount *Bolingbroke* did, since the Death of the said *John* Viscount *St. John*, his Father, with his own proper Money, pay the said Sum of Four thousand Pounds so secured by the said Mortgage,

and all Interest due for the same, unto the said *Jones Raymond*, and took an Assignment of the Premises comprised in the said Mortgage, unto a Trustee, for the Residue of the said Term of One thousand Years, in Trust, for him the said *Frederick Viscount Bolingbroke*, his Executors, Administrators, and Assigns; and the said Sum of Four thousand Pounds now remains a Charge upon the same Premises, with Interest for his Benefit:

And whereas the said Manor of *Whistable*, and the several Messuages, Farms, Lands, Tenements, and Hereditaments, herein before particularly mentioned to be comprised in the said recited Settlement, are, together, of the yearly Rent of Two hundred Eighty-three Pounds and Eleven Shillings, and no more, and consist chiefly of small Farms and Tenements, Quit-rents, and small conveyonary Rents, and lie at a great Distance from the Bulk of his paternal Estate, and the capital Mansion-house of the said *Frederick Viscount Bolingbroke* at *Battersea*, in the County of *Surry*; and the Care, Inspection, and Management, of the said settled Estate, and the collecting and receiving the Rents and Profits of the same Premises, is liable to, and attended with, great Trouble and Expence:

And whereas the said *Frederick Viscount Bolingbroke* is seised of the Inheritance of the several Messuages, Farms, Lands, Tenements, and Hereditaments, situate, lying, and being, in or near the said Parish of *Battersea*, in the County of *Surry*, and herein after-mentioned and described to him, and his Heirs, in Fee-simple, subject nevertheless to, and charged with, a Mortgage made by him the said *Frederick Viscount Bolingbroke* of the same Premises, or of some Part thereof, for a Term of Five hundred Years, for securing the Sum of Five thousand Pounds, and Interest, at Four Pounds *per Centum per Annum*; and as the said Premises in the County of *Surry* are of greater Value than the *Kentish* Estate so particularly mentioned to be settled as aforesaid, and much more suitable for the Purposes of the said Settlement, the said *Frederick Viscount Bolingbroke* doth propose, and is willing and desirous, that the said Messuages, Lands, Tenements, and Hereditaments, in the County of *Surry*, may be substituted in lieu and stead of the *Kentish* Estate, and settled to and for such and so many of the Uses limited of the same Estate as are now subsisting, and to be subject to, and charged with, the raising, paying, and securing, the said Sum of Four thousand Pounds, and Interest, now vested in, and belonging to, the said *Frederick Viscount Bolingbroke* as aforesaid; but to be discharged and disincumbered from the Mortgage made by him for securing the said Sum of Five thousand Pounds, and Interest, as aforesaid:

And whereas from the Situation and Circumstances of the rest of the Estate of the said late Viscountess *St. John*, in the County of *Kent*, comprised in the said Settlement, it is probable that the said *Frederick Viscount Bolingbroke* may have an Opportunity of selling and disposing of the same, so as to acquire a considerable Advantage to himself, and all the Persons claiming under the said Settlement; and, for that Purpose, he is willing and desirous to be qualified and impowered to sell and dispose of the same, or any Part thereof, with the Consent and Approbation of Trustees to be appointed in that behalf; and that the Money arising by such Sale and Sales may be laid out in the Purchase of Lands and Hereditaments in the County of *Surry*, to be settled to the Uses, upon the Trusts, and for the Purposes, of the said Settlement:

But although such Exchanges, so proposed, would be greatly for the Convenience, Benefit, and Advantage, of all the Persons claiming under the said Settlement; Yet, by reason of the Limitations contained in the said Settlement,

ment, such Exchange cannot take effect, and be carried into Execution, for the Purposes aforesaid, without the Aid and Authority of an Act of Parliament: And it is therefore enacted, that the said Exchange shall be carried into Execution, and the said Purposes shall be performed, in and by the said Act of Parliament.

Wherefore Your Majesty's most Dutiful and Loyal Subjects, the said Frederick Viscount Bolingbroke and Henry St. John, for themselves, and on the behalf of the said John St. John, their Brother,

Do beseech Your MAJESTY,

That it may be Enacted; And be it Enacted, by the KING's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all that the said Farm called *Wallend Farm*, in the Isle of *Sheppey*; and also all those the Manors or Lordships of *Whitstable* and *Ellenden*, with the Courts and Perquisites of Courts, and Quit-rents, to the same respectively belonging, and also the said Fishery of *Whitstable*; and also all that Messuage, Tenement, and Farm, called *Saint Ann's Farm*; and also all that Messuage and Farm called *Court Lees*; and also all that Farm called *Ellenden Farm*; and also all those Woods called *Ellenden Wood*, *Hempfall Wood*, *Mitchell Wood*, and *Grimsgill Wood*, in the said County of *Kent*; and the said entire Field called the *Woodlands*, in the said Parish of *Northbourne*; and the Parcel of arable Land in *Malmaine's Field*, in the Parish of *Waldershare*, whereof the Two undivided Third Parts, and One Third Part, were respectively settled and conveyed as aforesaid; and all and every other the Messuages, Farms, Lands, Tenements, Woods, Woodlands, Hereditaments, and Premises whatsoever, in the Parishes of *Minster*, *Whitstable*, *Hernibill*, *Sea Salter*, *Blean*, *Cosmus*, and *Damian*, *Northbourne*, and *Waldershare*, or any of them, in the said County of *Kent*, herein before particularly described and mentioned to be settled, limited, and assured, in and by the Indentures of Lease and Release of the Twenty-first and Twenty-second Days of *July* One thousand Seven hundred and Thirty-nine, and the said Indenture of the Twenty-fourth Day of *May* One thousand Seven hundred and Forty-six, herein before respectively recited or referred to, with their and every of their Rights, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits, of all and singular the same Manors and Premises, shall, from and after the Twenty-fifth Day of *March* One thousand Seven hundred and Sixty-one, be settled upon and vested in, and the same are hereby from thenceforth vested in and settled upon, *Robert Thompson*, of the Parish of *Saint James*, *Westminster*, in the County of *Middlesex*, Esquire, *Gabriel Neve*, of the *Inner Temple*, *London*, Esquire, and *Philip Worlidge*, of *Cornhill*, *London*, Gentleman, and their Heirs and Assigns, to the Use of the said *Robert Thompson*, *Gabriel Neve*, and *Philip Worlidge*, their Heirs and Assigns for ever, freed and discharged, and absolutely acquitted, exempted, and exonerated, of, from, and against, all and every the Uses, Trusts, Estates, Powers, Provisions, and Limitations, in and by the said recited Settlement limited, created, provided, and declared, of and concerning the same; upon Trust nevertheless, and to the Intent, that they the said *Robert Thompson*, *Gabriel Neve*, and *Philip Worlidge*, or the Survivor of them, or the Heirs of such Survivor, do and shall sell, dispose, and convey, the Fee simple and Inheritance of the said Manors or Lordships, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, or so much and such Part or Parts thereof as shall be requisite and necessary for the Purposes herein after-mentioned, unto any Person or Persons that shall be willing to become a Purchaser or Purchasers thereof respectively, for the most Money,

ney, and best Price and Prices, that they can reasonably get for the same; and do and shall, in the First place, by, with, and out of, the Money arising by such Sale or Sales, pay, satisfy, and discharge, the said Sum of Five thousand Pounds so secured by the said Mortgage, made by the said *Frederick Viscount Bolingbroke*, of the Premises in or near *Battersea* aforesaid, for the said Term of Five hundred Years as aforesaid, and all Interest due for the same; and do and shall cause and procure either the said Term to be surrendered, or the Lands, Tenements, and Hereditaments, comprised in the said Mortgage to be assigned, transferred, and set over, unto some Person or Persons, for all the Residue and Remainder of the said Term then to come and unexpired, in Trust, and to the Intent, that the said Term may attend upon, and be subservient to, the Inheritance of the Premises therein comprised, in order to protect and defend the same from all mesne and subsequent Incumbrances; and also do and shall, in the next place, pay and defray the Charges and Expences attending the obtaining this present Act; and do and shall pay the Residue and Surplus of the Money arising by such Sale or Sales, which shall remain after paying and discharging the said Sum of Five thousand Pounds, and Interest due on such Mortgage, and the Charges and Expences of this Act as aforesaid, unto the said *Frederick Viscount Bolingbroke*, his Executors, Administrators, and Assigns, to and for his and their own Use and Benefit.

And, for promoting and facilitating the Sale of the said Premises in the County of *Kent*, hereby vested in them the said *Robert Thompson*, *Gabriel Neve*, and *Philip Worlidge*, as aforesaid, It is hereby Enacted and Declared, That the Receipt and Receipts of the said *Robert Thompson*, *Gabriel Neve*, and *Philip Worlidge*, or the Survivor of them, or the Heirs, Executors, or Administrators, of such Survivor, under their, his, or her, Hands or Hand respectively, shall be a sufficient Discharge to the Purchaser or Purchasers of the same Premises, or any Part thereof, and to their respective Heirs, Executors, Administrators, and Assigns, for so much of the said Purchase-money for which such Receipt or Receipts shall be given; and, after such Receipt or Receipts, the said Purchaser and Purchasers, his, her, and their Heirs, Executors, and Administrators, shall be, and is hereby, absolutely acquitted and discharged of and from the same; and he, they, or any of them, after such Receipt or Receipts, shall not be answerable or accountable for any Loss, Misapplication, or Non-application, of the said Purchase-money, or any Part thereof.

And it is hereby further Enacted and Declared, That in the meantime, and until such Sale or Sales shall be respectively made in pursuance of this Act as aforesaid, the said *Robert Thompson*, *Gabriel Neve*, and *Philip Worlidge*, and the Survivor of them, and the Heirs of such Survivor, do and shall permit and suffer the said Manors, Lands, Tenements, Hereditaments, and Premises, in the County of *Kent*, hereby vested in them as aforesaid, and the Rents and Profits thereof, to be held, enjoyed, received, and taken, by and for the Benefit of such Person and Persons as would respectively be intitled to, and ought to hold, enjoy, and receive, the same, in case this Act had not been made.

And it is hereby further Enacted and Declared, That the said *Robert Thompson*, *Gabriel Neve*, and *Philip Worlidge*, and the Survivor of them, and the Heirs of such Survivor, shall stand seised of so much and such Part of the Premises in the County of *Kent*, so vested in them, in Trust, to be sold, as aforesaid, as shall not be sold and disposed of pursuant to, and for the Purposes of, this Act, with their and every of their Appurtenances, in Trust, for the said  
*Frederick*

*Frederick Viscount Bolingbroke*, his Heirs and Assigns for ever; and shall, at his and their Request, Costs, and Charges, convey and assure the same to the Use of him and them accordingly.

And it is hereby further Enacted and Declared, by the Authority aforesaid, That all those Two Messuages or Tenements, and Four Acres and a half of Garden Ground thereto adjoining, abutting East on Lands of *John Dawson*, Esquire, and West, North, and South, on the Lands of the said *Frederick Viscount Bolingbroke*; which said Messuages and Lands are situate, lying, and being, at *Nine Elms*, in the Parish of *Battersea* and County of *Surry*, and are now in the Tenure or Occupation of *Michael Cusse*, Gardener, his Undertenants or Assigns, at the yearly Rent of Eighteen Pounds; and also all that Messuage or Tenement, Piece or Parcel of Pasture or Meadow, and Garden Ground, containing about Twelve Acres, more or less, lying and being at *Nine Elms* aforesaid, adjoining to Lands formerly in the Tenure of *John Pollin*; and also all those Three Acres of Garden Ground lying at *Nine Elms* aforesaid, as the same is now planted, abutting upon the Common Sewer towards the East, and to the Lands of the said *Frederick Viscount Bolingbroke* West, North, and South; which said last-mentioned Premises are now also in the Tenure or Occupation of the said *Michael Cusse* or his Undertenants, at the yearly Rent of Forty-one Pounds Sixteen Shillings; and also all those Five Acres of Garden Ground, be the same more or less, with the several Messuages or Tenements and Out-houses thereon erected and built, heretofore in the Possession of *Mary Pollin* and *Simon Cusse*, and now of the said *Michael Cusse* and *Brown* or their Undertenants, situate, lying, and being, at *Nine Elms* aforesaid, abutting South, East, and West, on the Way leading to Lands herein before mentioned to be in the Possession of the said *Michael Cusse*, and North on the Road leading to *Lambeth*; and also all that Twenty Feet in Breadth of *Dung Wharf* adjoining to the new Dock, next to a Tenement late in the Tenure of *Elizabeth Simpson*, and all that Piece or Parcel of Ground, containing by Estimation Two Acres and Thirty-three Rods, whereon formerly stood a Messuage or Tenement called the *Lottery House*; and also all those several Messuages or Tenements, Buildings and Timber-yard, Four wharfed Docks near thereunto adjoining, heretofore in the Possession of *John Banks*, and the Mill lately erected and built on Part of the said Premises; and which said last-mentioned Premises are situate, lying, and being, at *Nine Elms* aforesaid, and are now in Lease to *Mary Pollin*, at the yearly Rent of Seventeen Pounds Five Shillings; and also all that Piece or Parcel of Ground, situate, lying, and being, at *Nine Elms* aforesaid, containing in Length, from East to West, on the North Side thereof, next the River of *Thames*, Four hundred and Sixty-eight Feet of Assize, little more or less, from North to South, on the East Side thereof, adjoining to a Dock, late in the Occupation of *Mary Pollin*, and now of *Browne*, One hundred and Forty-five Feet of Assize, little more or less, and from North to South, on the West Side thereof, adjoining to the Dock or Common Landing-place, Ninety-seven Feet of Assize, little more or less, together with the Brick Messuage or Tenement, Malt-house, Coach-house, Stables, and Laundry, thereon erected and built, and all those Four Messuages or Tenements, with the Appurtenances, heretofore in the Occupation of *Legge*; all which said last-mentioned Premises are now in Lease to *Stephen Le Bas*, at the yearly Rent of Twenty-two Pounds; and also all that Messuage or Tenement and Stone-kiln, with the Sheds, Buildings, Gardens, Yards, Back-sides, and Wharfs, thereunto belonging, and therewith used, occupied, and enjoyed, now in the Tenure or Occupation of *John Roberts*, Esquire, situate

at *Nine Elms* aforesaid, abutting East on a Dock or Way leading to the River of *Thames*, and South on the Highway or Road leading to the Town of *Battersea*; which said Messuage or Tenement, Kiln, Garden, Yards, and Premises, contain in the whole, by Admeasurement, Thirty-eight Perches, little more or less; and also all that Messuage or Tenement, Yard, and Garden, thereunto belonging, and therewith used and enjoyed, now or late in the Tenure or Occupation of *Thomas Rock*, situate also at *Nine Elms* aforesaid, abutting East on the Messuage or Tenement herein before mentioned, North on the River of *Thames*, South on the Highway or Road leading to the Town of *Battersea*, and West on the Messuages or Tenements next herein after-mentioned; which said last-mentioned Messuages or Tenements, Garden or Yard, and Premises, contain in the whole, by Admeasurement, Sixteen Perches, little more or less; and also all those Two Messuages or Tenements, Yards, Gardens, and Backsides, thereunto belonging, now or late in the several Tenures or Occupations of *Tomlin* and *Jesson*, situate also at *Nine Elms* aforesaid, abutting East on the Messuage or Tenement herein before last-mentioned, North on the River of *Thames*, South on the Highway or Road leading to the Town of *Battersea*, and West on the Messuage or Tenement next herein after-mentioned; which said last-mentioned Two Messuages or Tenements, Yards, Gardens, and Backsides, thereunto belonging, contain in the whole, by Admeasurement, Thirty-five Perches, little more or less; and also all that Messuage or Tenement, Yard, and Garden, thereunto belonging, and therewith used, occupied, and enjoyed, now or late in the Tenure or Occupation of *Cooper*, situate also at *Nine Elms* aforesaid, abutting East on the Messuage or Tenement herein before last-mentioned, North on the River of *Thames*, and South on the Highway or Road leading to the Town of *Battersea*, and West on a Messuage or Tenement next herein after-mentioned; which said last-mentioned Messuage or Tenement, Yard, and Garden, thereunto belonging, contain in the whole, by Admeasurement, Eleven Perches, little more or less; and also all that Messuage or Tenement and Stone-kiln, together with the Yards, Gardens, Backsides, and Buildings thereon erected and built, or thereunto belonging, or therewith used or enjoyed, late in the Tenure or Occupation of *Thomas Curryer*, situate also at *Nine Elms* aforesaid, abutting East on the Messuage or Tenement and Premises herein before last-mentioned, North on the River of *Thames*, South on the Highway or Road leading to the Town of *Battersea*, and West on a Messuage or Tenement next herein after-mentioned; which said last-mentioned Messuage or Tenement, Kiln, Garden, Yard, and Premises, thereto belonging, contain in the whole, by Admeasurement, Nineteen Perches, little more or less; and also all that Messuage or Tenement and Yard, now or late in the Tenure or Occupation of the Widow *Denning*, situate also at *Nine Elms* aforesaid, abutting East on the said Messuage or Tenement and Kiln herein before last-mentioned, North on the River of *Thames*, South on the Highway or Road leading to the Town of *Battersea*, and West on the Messuage or Tenement next herein after-mentioned; which said last-mentioned Messuage or Tenement and Yard contain in the whole, by Admeasurement, Nineteen Perches, little more or less; and also all those Two Messuages or Tenements, One of them heretofore used for a Copper-work, together with the Yards, Gardens, Backsides, and Buildings thereon erected and built, or thereunto belonging, or therewith used, occupied, and enjoyed, now or late in the Tenure or Occupation of *Robert Slew*, his Undertenants or Assigns, situate also at *Nine Elms*, abutting East on the Messuage or Tenement and Premises herein before last-mentioned, North on the River of *Thames*, South on the Highway or Road leading to the Town of *Battersea*, and West on

on the Dock next herein after-mentioned; which said Messuages or Tenements, Yards, Gardens, and Premises, thereunto belonging, contain in the whole, by Admeasurement, Thirty five Perches, little more or less; and also all that Dock made Use of for laying Timber, situate also at *Nine Elms* aforesaid, abutting East on the Messuages or Tenements and Premises herein before last-mentioned, North on the River of *Thames*, South on the Highway or Road leading to the Town of *Battersea*, and West on the Sluice; which said Dock contains, by Admeasurement, One Acre and Sixteen Perches, little more or less; and also all that Messuage or Tenement, with the Appurtenances, together with the Lime-kilns or old Brewhouse thereto belonging, and all and every the Outhouses, Stables, and Buildings, therunto adjoining, with their Appurtenances, heretofore in the Tenure or Occupation of *Matthew Featherstone*, situate also at *Nine Elms* aforesaid, abutting East on the Sluice, North of the River of *Thames*, South on the Highway or Road leading to the Town of *Battersea*, and West on a Cartway leading to the River of *Thames*; which said last-mentioned Messuage or Tenement, and Premises thereunto belonging, contain in the whole, by Admeasurement, Three Roods and Sixteen Perches; and also all those Three several Docks made Use of for the laying of Timber, heretofore Part and Parcel of a certain Meadow called *New Lands*, situate also near the said Village of *Nine Elms*, abutting East on the aforesaid Cartway, North on the River of *Thames*, South on *Battersea Field*, and West on Meadow Ground next herein after-mentioned, and contain together, by Admeasurement, Two Acres One Rood and Nine Perches, little more or less; and also all those Two Pieces or Parcels of Meadow Ground containing together, by Admeasurement, Two Acres Two Roods and Ten Perches, Residue of the said Meadow called *New Lands*, situate also near the said Village of *Nine Elms*, abutting East on the said last-mentioned Docks, North on the River of *Thames*, South on the Marsh Wall, and West on Ozier Ground belonging to *Mrs. Dubart*; all which said several last-mentioned Messuages or Tenements, Kilns, Yards, Gardens, Backsides, Docks, Lands, and Premises, do contain in the whole, by Admeasurement, Seven Acres Three Roods and Twenty-four Perches, little more or less, and are now in Lease to the said *John Roberts*, at the yearly Rent of Seventy Pounds, clear of all Taxes; and also all those several Messuages or Tenements, and Eight Acres of Garden Ground, be the same more or less, heretofore called or known by the Name of *Heathfield*, situate, lying, and being, at *Nine Elms* aforesaid; and also all those Seven Acres of Garden Ground commonly called or known by the Name of *Heathfields*, abutting South on the Common Sewer, and adjoining West on the Eight Acres last-mentioned; and also Part of the Dung Wharf lying upon the River of *Thames*, containing Northward, next the said River, Thirty-six Feet and a Half or thereabouts, and Southward, to the Road leading to the Town of *Battersea*, Thirty-six Feet and a Half or thereabouts, with the Use of the Dock and Sluice here; all which said Premises last-mentioned are now also in Lease to the said *John Roberts*, at the yearly Rent of Forty-two Pounds clear of all Taxes, together with all Houses, Outhouses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Lands, Grounds, Woods, Underwoods, Commons, Ways, Paths, Waters, Watercourses, Hedges, Ditches, Mounds, Fences, Liberties, Rights, Privileges, Lights, Easements, Members, and Appurtenances, whatever, to the said last-mentioned Messuages or Tenements, Lands, Grounds, Hereditaments, and Premises, or any Part thereof, belonging or in any-wise appertaining, or therewith used, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known, as Part or Parcel thereof, or of any Part thereof, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits, of all and singular the same Premises, shall, from and after the said

Twenty-

Twenty-fifth Day of March One thousand Seven hundred and Sixty-one, be vested in and settled upon *Anthony Keck*, of *Great Tew*, in the County of *Oxford*, Esquire, and *Thomas Desaguliers*, of *Woolwich*, in the County of *Kent*, Esquire, to, for, upon, and subject to, the several Uses, Trusts, Estates, Powers, Provisoes, and Limitations, herein after-mentioned, expressed, and declared, of and concerning the same; that is to say, To the Use of the said *Anthony Keck* and *Thomas Desaguliers*, their Executors, Administrators, and Assigns, for and during the full End and Term of One thousand Years, to commence from and immediately after the passing this Act, and fully to be completed and ended, without Impeachment of or for any Manner of Waste, upon the Trusts, and to and for the Ends, Intents, and Purposes, herein after mentioned, expressed, and declared, of and concerning the same; and immediately after the End, Expiration, or other sooner Determination, of the said Term of One thousand Years, and subject thereto, to the Use of the said *Frederick Viscount Bolingbroke* and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste; and, immediately after the Determination of that Estate, to the Use of the said *Robert Thompson*, *Gabriel Neve*, and *Philip Worlidge*, and their Heirs, during the Life of the said *Frederick Viscount Bolingbroke*, in Trust, to preserve the contingent Uses and Estates herein after-limited from being defeated or destroyed; and for that Purpose to make Entries, and bring Actions, as Occasion shall require; yet nevertheless to permit and suffer the said *Frederick Viscount Bolingbroke*, and his Assigns, to receive and take the Rents, Issues, and Profits thereof, during his Life; and, immediately from and after the Decease of the said *Frederick Lord Viscount Bolingbroke*, to the Use of the First Son of the Body of the said *Frederick Viscount Bolingbroke*, lawfully to be begotten, and the Heirs Male of the Body of such First Son, lawfully issuing; and, in Default of such Issue, to the Use of the Second, Third, Fourth, Fifth, and all and every other Son and Sons of the Body of the said *Frederick Viscount Bolingbroke*, lawfully to be begotten, severally, successively, and in Remainder, one after another, in Order and Course, as they respectively shall be in Priority of Birth, and the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons, lawfully issuing, every elder of such Sons, and the Heirs Male of his Body, being always preferred and to take before a younger of them, and the Heirs Male of his Body; and, in Default of such Issue, to the Use of the said *Henry St. John*, Second Son of the said *John* late Viscount *St. John*, by the said *Ann* late Viscountess *St. John* his Wife, for and during the Term of his natural Life, without Impeachment of Waste; and, immediately after the Determination of that Estate, to the Use of the said *Robert Thompson*, *Gabriel Neve*, and *Philip Worlidge*, and their Heirs, during the Life of the said *Henry St. John*, in Trust, by the Ways and Means afore-mentioned, to support and preserve the contingent Remainders; yet nevertheless to permit and suffer the Rents, Issues, and Profits, of the same Premises, to be received by the said *Henry St. John* and his Assigns, during his Life; and immediately after the Death of the said *Henry St. John*, to the Use of the First Son of the Body of the said *Henry St. John*, and the Heirs Male of the Body of such First Son lawfully issuing; and in Default of such Issue, to the Use the Second, Third, Fourth, Fifth, and all and every other Son and Sons of the Body of the said *Henry St. John*, lawfully to be begotten, severally successively, and in Remainder one after another, in Order and Course, as they respectively shall be in Priority of Birth, and the several Heirs Male of the Body and Bodies of all and every such Son and Sons, lawfully issuing, every elder of such Sons, and the Heirs Male of his Body, being always preferred, and to take before a younger of them, and the Heirs Male of his Body; and in Default of such Issue, to the Use of the said *John St. John*, Third Son of the said *John*

*A and respective*

*John* late Viscount *St John*, by the said *Ann* late Viscountess *St John* his Wife, and the Heirs Male of the Body of the said *John St John* the Son, lawfully issuing, and in Default of such Issue, to the Use of the said *Frederick Viscount Bolingbroke*, his Heirs and Assigns for ever. *Lord Viscount*

And it is hereby Enacted and Declared, That the said Term of One thousand Years, herein before limited to the said *Anthony Keck* and *Thomas Desaguliers*, their Executors, Administrators, and Assigns, is and was so limited to them upon Trust, that they the said *Anthony Keck* and *Thomas Desaguliers*, and the Survivor of them, and the Executors and Administrators of such Survivor, shall and do, by Demise, Mortgage, or Sale, of the said Premises comprised in the said Term, or of a competent Part thereof, for all or any Part of the same Term, or by all or any the Ways and Means aforementioned, raise and levy such Sum or Sums of Money, not exceeding in the whole the Sum of Four thousand Pounds, of lawful Money of Great Britain, and pay, apply, and dispose of the same, unto such Person and Persons, and to and for such Uses, Intents, and Purposes, as the said *Frederick Viscount Bolingbroke*, by any Deed or Deeds, Writing or Writings, to be by him sealed and delivered, and attested in the Presence of Two or more Witnesses, shall order, direct, and appoint; and also upon Trust, in the mean time, and until such Demise, Mortgage, or Sale shall be made, to permit and suffer the Rents, Issues, and Profits, of the Premises comprised in the said Term of One thousand Years, to be had, received, and taken, by the Person and Persons to whom the Reversion or Remainder of the same Premises, immediately expectant on the Determination of the said Term, shall for the Time being belong or appertain.

Provided always, and it is hereby Enacted and Declared, That when and as all the Trusts herein before declared, of and concerning the said Term of One thousand Years, shall be executed and performed, or shall become unnecessary, and the Costs and Charges of the same Term shall have been paid and satisfied, then and from thenceforth the said Term of One thousand Years shall cease, determine, and be absolutely void.

Provided always, and it is hereby further Enacted and Declared, That it shall and may be lawful to and for the said *Frederick Viscount Bolingbroke*, and *Henry St John*, his Brother, when and as they shall respectively be in the actual Possession of the Messuages, Lands, Grounds, Tenements, Hereditaments, and Premises, hereby limited in Use to them respectively for their respective Lives, as aforesaid, by Indenture or Indentures under their respective Hands and Seals, to demise, lease, or grant, the same Premises, or any Part or Parts thereof, unto any Person or Persons, for any Term or Number of Years, not exceeding Twenty-one Years, to take effect in Possession, and not in Reversion, or by way of future Interest; so as there be reserved; on all such Leases, to continue payable during the Terms in such Leases to be granted to such Person and Persons respectively to whom the next and immediate Reversion and Remainder of the Premises shall for the Time being belong, so much and as great yearly Rent and Rents proportionably as now is and are paid for the same; or, if so great Rent cannot be had, the best and most improved yearly Rent and Rents that can be got for the same, without taking for any such Lease or Leases any Fine, Premium, or Foregift; and so as in every of the said Leases there be contained a Condition of Re-entry for Nonpayment of the Rent and Rents thereby respectively to be reserved; and so as no Clause or Clauses be contained in any of the said Leases, giving Power to any Lessee to commit Waste, or exempting him, her, or them, from Punishment for committing

mitting the same; and so as the respective Lessees execute Counterparts of all such Leases.

**Provided also, and it is hereby further Enacted,** That it shall and may be lawful to and for the said *Frederick Viscount Bolingbroke*, and *Henry St. John*, his Brother, when and as they shall respectively be in the actual Possession of the Premises in the County of *Surry*, hereby limited in Use to them for their respective Lives as aforesaid, by Indenture or Indentures to be by them respectively sealed and delivered in the Presence of Two or more Witnesses, to demise, lease, or grant any Part or Parts thereof, unto any Person or Persons who shall be willing to build upon the same, for any Term or Number of Years not exceeding Sixty-one Years, to take effect in Possession, and not in Reversion; so as such Grant or Lease be made in order for the Premises to be built upon, or otherwise lastingly improved, with Liberty to pull down or demolish any Houses or Buildings standing or being on any Part of the Premises to be comprised in such Demises or Leases; so as, upon every Demise or Lease so to be made as aforesaid, there be reserved and made payable, quarterly or half yearly, during the Continuance of the Terms thereby granted, the same or greater yearly Rent or Rents than such Lands or Tenements are now, or lately have been, lett for; and so as the respective Lessees, to whom such Demises or Leases shall be made, do and shall execute Counterparts thereof, and enter into proper Covenants to build and keep in Repair the Messuages, Erections, and Buildings, intended and agreed to be erected and built upon the Ground thereby to be leased respectively; and also to leave, surrender, and yield up, the same Houses, Erections, and Buildings, in good and sufficient Repair, at the End or Determination of the Term or Terms in such Leases respectively to be granted; and so as in every such Lease or Leases there be contained a Condition of Re-entry for Non-payment of the Rent or Rents thereby respectively to be reserved; and so as no Clause be contained in any of the said Leases, giving Power to any Lessee to commit Waste, or exempting him, her, or them, from Punishment for committing the same; and such other Clauses, Conditions, Provisoes, Covenants, and Agreements, as are usual in Cases of the like Nature.

*And it is hereby further Enacted,* by the Authority aforesaid, That it shall and may be lawful to and for the said *Frederick Viscount Bolingbroke*, at any time or times during his Life, by and with the Consent and Approbation of the Right Honourable *Henry Earl of Pembroke and Montgomery*, and *Edmund Nugent*, of the Parish of *Saint Martin in the Fields*, in the County of *Middlesex*, Esquire, or the Survivor of them, or the Heirs of such Survivor, to be signified as is herein after-mentioned, by any Deed or Deeds, Writing or Writings, to be sealed and delivered by him, and also by the said *Henry Earl of Pembroke* and *Edmund Nugent*, or the Survivor of them, or the Heirs of such Survivor, to signify such their Consent and Approbation, in the Presence of Two or more Witnesses, to revoke, repeal, and make void, all and every the Uses, Estates, Trusts, and Limitations, which in and by the said several Indentures or Settlements herein before recited or referred to are limited, appointed, or declared, of and concerning all and every, or any, the Manors, Lands, Tenements, and Hereditaments, therein mentioned to be the Estate and Inheritance of the said late Viscountess *St. John*, and which are not vested and settled by this Act; and by the same Deed or Deeds, Writing or Writings, to limit or appoint the Inheritance in Fee-simple of the Manors, Lands, Tenements, and Premises, whereof the Uses shall be so revoked, to the Use of them the said *Henry Earl of Pembroke*, and *Edmund Nugent*, and the Survivor of them, and the Heirs of such Survivor.

And

And it is hereby Enacted and Declared, That the Persons to whom the said Premises respectively shall, by virtue and in pursuance of this present Power, be limited and vested in Fee-simple as aforesaid, shall stand seised of the said *Mahors, Lands, Tenements, Hereditaments, and Premises, in Trust* to sell the same, for the most Money and best Price and Prices that they can reasonably get for the same; and to receive, and give Receipts for the several Sums of Money arising and produced by such Sale or Sales respectively; and to lay out, apply, and dispose of, the same, in the Purchase or Purchases of other *Lands, Tenements, and Hereditaments, in Fee-simple, in Possession, free from Incumbrances*; and immediately after such Purchase or Purchases shall be made, to settle, convey, and assure, the *Lands, Tenements, and Hereditaments, so to be purchased, to, for, upon, and subject to, such and so many of the Uses, Trusts, Powers, Provisions, and Limitations, limited, created, and declared, in and by such Indentures or Settlements, whereof the Uses, shall be so revoked as aforesaid, as shall be then existing, undetermined, or capable of taking Effect*; and also, upon Trust, after such Sale or Sales shall be made of the Premises as aforesaid, and until such Purchase or Purchases as aforesaid shall be made, to place out the Money arising by such Sale or Sales in the public Funds, or on Government or real Security, at Interest; and also, from time to time, to call in the Money so to be placed out, and to place the same out again on new, or other Funds and Securities of the like Nature, at Interest, and to pay the Interest, Dividends, and yearly Proceed, arising and to be produced from such Funds and Securities, unto such Person and Persons as would, from time to time, be intitled to receive the Rents and Profits of the Lands and Hereditaments so to be purchased, in case the same were purchased and settled pursuant to this Act.

And it is hereby Enacted and Declared, That the Receipt and Receipts of the said *Henry Earl of Pembroke, and Edmund Nugent, or the Survivor of them, or the Heirs of such Survivor, under their, his, or her, Hands, or Hand respectively*, shall be a sufficient Discharge to the Purchaser or Purchasers of the Premises hereby authorized to be sold, or any Part thereof, and to their respective Heirs, Executors, Administrators, and Assigns, for so much of the said Purchase-money for which such Receipt or Receipts shall be given; and after such Receipt or Receipts, such Purchaser or Purchasers respectively shall not be answerable or accountable for any Loss, Misapplication, or Non-application, of the said Purchase-money, or any Part thereof.

And it is hereby further Enacted and Declared, That the several Trustees, herein before named for the several Purposes herein before mentioned, shall not, nor shall any of them, or their Heirs, Executors, or Administrators, or any of them, be answerable or accountable for any Money to be received by virtue of the Trusts hereby in them respectively reposed, any otherwise than each Person for such Sum and Sums of Money, as he shall respectively actually receive, and that no one of them shall be answerable or accountable for the Acts, Receipts, Neglects, or Defaults, of the other of them; and also that they the said Trustees, their respective Executors and Administrators, shall and may, by and out of the Rents and Profits of the Premises hereby vested in them, or out of the Money arising by Sale thereof, retain to and reimburse themselves for all Costs, Charges, Damages, and Expences, that they respectively shall or may sustain or be put unto, in and about the Execution of the Trusts hereby in them respectively reposed.

**Saving**

Saving always to the KING's most Excellent Majesty, his Heirs and Successors; and to all and every other Person and Persons, Public and Corporate, his, her, and their Heirs, Successors, Executors, Administrators (Other than the said Frederick Viscount Bolingbroke, Henry St. John his Brother, and the First and every other Son and Sons of their respective Bodies to be begotten, and the Heirs Male of the Body and Bodies of such Son and Sons respectively; and the said John St. John, the other Brother of the said Viscount Bolingbroke, and the Heirs Male of his Body, and the Heirs Male of the Body and Right Heirs of the said Anne St. John, deceased; and all and every other Person and Persons, claiming or to claim any Use, Trust, Estate, Right, Title, Interest, or Sum of Money, by virtue of or under the said recited Settlement); All such Estate, Right, Title, Interest, Claims, and Demands, of, in, to, or out of, the Messuages, Lands, Grounds, Tenements, Hereditaments, and Premises, vested, settled, and limited, or mentioned or intended to be vested, settled, and limited, respectively, by this Act or any Part thereof, as they, every or any of them, had before the Passing of this Act, or could or might have had and enjoyed in case this Act had not been made.

*[Faint, mostly illegible text, likely bleed-through from the reverse side of the page.]*

A  
C  
T  
FOR  
T

Passing Part of the settled Estate of Frederick Viscount Bolingbroke, in the County of Kent, to Trustees, to be sold, and for putting an Estate in the County of Surrey, of greater Value, in lieu thereof, and for empowering him to sell other Part of the said Kentish Estate for the Purpose aforesaid.